

RECORDATION NO. *14545-E* FILED 1425

AUG 30 1994 - 2 00 PM

INTERSTATE COMMERCE COMMISSION

**THIRD SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 3)

Dated as of August 30, 1994

Between

NATIONSBANK OF TEXAS, N.A.,
(formerly known as NCNB Texas National Bank), TRUSTEE

AND

TRINITY INDUSTRIES LEASING COMPANY

THIRD SUPPLEMENT dated as of August 30, 1994 (herein called this "Third Supplement"), to the Equipment Trust Agreement dated as of December 15, 1984 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and NATIONSBANK OF TEXAS, N.A., (formerly known as NCNB Texas National Bank), a national banking association, as successor Trustee (hereinafter in such capacity called the "Trustee").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Interstate Commerce Commission (the "ICC") on December 27, 1984 under Recordation No. 14515.

B. The First Supplement to the Trust Agreement, dated November 20, 1989, between the Company and the Trustee was filed with the ICC on November 29, 1989, under Recordation No. 14515-F. The Second Supplement to the Trust Agreement, dated August 30, 1993, between the Company and the Trustee was filed with the ICC on September 1, 1993, under Recordation No. 14515-I.

C. The Company has, pursuant to Section 4.05(a) of the Trust Agreement, issued its Request that the Trustee assign to the Company the 130 railcars covered by the Existing Lease with the Bunge Corporation dated April 24, 1979; 126 railcars covered by the Existing Lease with Cargill, Inc., dated May 17, 1979; and 1 railcar covered by the Existing Lease with Pillsbury Company dated August 19, 1980 (such Lease having been assumed by Cargill, Inc.), described in Exhibit A to the Trust Agreement (the "Assigned Equipment").

D. Pursuant to Section 4.05(a) of the Trust Agreement and such Request, the Company desires to convey to the Trustee other Equipment described in Exhibits A and B hereto of an aggregate fair value no less than the fair value of the Assigned Equipment (the "Substituted Equipment").

E. The parties desire to supplement and amend the Trust Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended by adding to Exhibit A to the Trust Agreement the descriptions of the Substituted Equipment and Existing Leases contained in Exhibits A and B hereto; and in accordance with Section 4.01 of the Trust Agreement, the Substituted Equipment shall be Trust Equipment and shall be included in the trust created thereunder and subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

3. Terms used in this Third Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

4. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement, Second Supplement and this Third Supplement.

5. This Third Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This Third Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Third Supplement. It shall not be necessary in making proof of this Third Supplement to produce or account for more than one such counterpart.

6. This Third Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas (including the conflicts of laws rules), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

Attest:

Neil Q Shoon
Assistant Secretary

TRINITY INDUSTRIES LEASING COMPANY

By: K. W. Lewis
K. W. Lewis
Senior Vice President

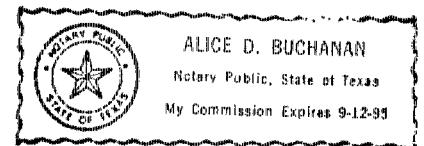
[SEAL]

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On this 30th day of August, 1994, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public Alice D. Buchanan

My Commission Expires: 9-12-95



NATIONSBANK OF TEXAS, N.A.,
Successor Trustee

By: Linda McNeil
Name: Linda McNeil
Title: Vice President

Attest:

David Moore

[SEAL]

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On this 29 day of August, 1994, before me personally appeared Linda McNeil, to me personally known, who being by me duly sworn, says that she is the vice president of NATIONSBANK of TEXAS, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public Gail Williams

My Commission Expires: _____

supp.3-3

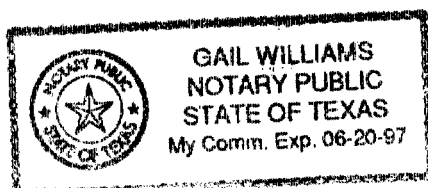


EXHIBIT A

1. Railroad Car Net Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A.E. Staley Manufacturing Company covering the following described railroad cars (Partial Riders 9 & 10):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
55	4,750 cu.ft. Lo Covered Hopper Cars	TILX 511462,511464,511465 511467,511470,511472 511473,511474,511479 511481-511484(inclusive) 511486,511491,511493 511494,511498,511501 511511,511513,511523 511525,511532,511543 511638,511656,511675 511678,511679 511684-511708(inclusive)

2. Railroad Car Lease Agreement, dated July 16, 1979, between Trinity Industries Leasing Company and Oxirane Chemical Company (acquired by ARCO Chemical) covering the following described railroad cars (Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	30,000 Gal. 111A100W1 Tank Cars	TILX 190000-190024 (inclusive)

3. Railroad Car Lease Agreement, dated July 16, 1979 between Trinity Industries Leasing Company and Oxirane Chemical Company (Acquired by Arco Chemical) covering the following described railroad cars (Riders 2 & 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
48	23,600 Gal. 111A100W1 Tank Cars	TILX 260050-260052 (inclusive) 260054-260065 (inclusive) 260067-260099 (inclusive)

EXHIBIT A

(Continued)

4. Railroad Car Lease Agreement, dated May 25, 1979, between Trinity Industries Leasing Company and ARCO Chemical Company covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	34,000 Gal. 112J340W Tank Cars	TILX 300205,300206,300210 300211,300222,300226 300229,300234,300236 300244,300248,300252 300253,300256,300261

5. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Oil, Inc. covering the following described railroad cars (Partial Rider 8):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
11	23,500 Gal. 111A100W1 Tank Cars	TILX 260000,260007,260008 260011,260019,260022 260027,260030,260033 260038,260042

6. Railroad Car Net Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Petroleum Company covering the following described railroad cars (Partial Rider 17):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
30	34,090 Gal. 112J340W Tank Cars	TILX 300346,300348,300352 300354,300355 300357-300361(inclusive) 300365-300368(inclusive) 300371,300373-300375(incl.) 300378,300380-300382(incl.) 300384,300389-300391(incl.) 300393,300395,300399,300400

7. Railroad Car Lease Agreement, dated October 1, 1988, between Trinity Industries Leasing Company and Air Products & Chemicals, Inc., covering the following described railroad cars (Partial Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
7	34,000 Gal. 112J340W Tank Cars	TILX 300369,300370,300372 300376,300385,300386 300394

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
55 Hopper Cars	Lo	4,750 Cu.Ft.	TILX 511462,511464,511465 511467,511470,511472 511473,511474,511479 511481-511484(inclusive) 511486,511491,511493 511494,511498,511501 511511,511513,511523 511525,511532,511543 511638,511656,511675 511678,511679 511684-511708(inclusive)	1/80
25 Tank Cars	111A100W1	30,000 Gal.	TILX 190000-190024	1/80
48 Tank Cars	111A100W1	23,600 Gal.	TILX 260050-260052 (inclusive) 260054-260065 (inclusive) 260067-260099 (inclusive)	3/80
15 Tank Cars	112J340W	34,000 Gal.	TILX 300205,300206,300210 300211,300222,300226 300229,300234,300236 300244,300248,300252 300253,300256,300261	1/80
11 Tank Cars	111A100W1	23,500 Gal.	* TILX 260000,260007,260008 260011,260019,260022 260027,260030,260033 260038,260042	1/80
30 Tank Cars	112J340W	34,090 Gal.	TILX 300346,300348,300352 300354,300355 300357-300361(inclusive) 300365-300368(inclusive) 300371,300373-300375(incl.) 300378,300380-300382(incl.) 300384,300389-300391(incl.) 300393,300395,300399,300400	6/80
7 Tank Cars	112J340W	34,000 Gal.	TILX 300369,300370,300372 300376,300385,300386 300394	7/80

AUG 30 1994 - 4 00 PM

ASSIGNMENT dated August 30, 1994 ~~between NationsBank of Texas, N.A.~~ (formerly known as NCNB Texas National Bank), a national banking association, acting as successor trustee under the Trust Agreement, as hereinafter defined (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

Preliminary Statement

The Company and the Trustee have entered into the Equipment Trust Agreement dated as of December 15, 1984 (the "Trust Agreement").

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto and more particularly identified in Exhibit B hereto (hereinafter called the "Trust Equipment") pursuant to the Third Supplement to Equipment Trust Agreement, dated as of August 30, 1994, between the Company and the Trustee.

Title to the Trust Equipment is to be vested in and is to be retained by the Trustee and the Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A (hereinafter, whether one or more the "Leases") between the Company and the lessee or lessees named therein.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of lessees under the Leases, the Company hereby grants a security interest in, and assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest now or hereafter acquired as lessor in, to and under the Leases described in Exhibit A hereto and any amendments to or modifications thereof, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Leases in respect of the units of Trust Equipment covered thereby, including, but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases, (ii) all of the Company's right, title and interest now or hereafter acquired as lessor (or as manager or agent for the Trustee) in, to and under any and all leases, car hire contracts or agreements, rental contracts or agreements or other agreements for the lease, rental or use of the Trust Equipment (hereinafter, whether one or more, the "Future Leases"), including but not limited to the Company's right to receive and collect all lease payments, rentals, car hire, mileage allowances, mileage credits, excess mileage allowance,

excess mileage credits, insurance proceeds, per diem mileage, liquidated damages, proceeds of sale and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company thereunder or therefrom and from the Trust Equipment, and (iii) all the Company's right to receive and collect all mileage allowance, per diem mileage, insurance proceeds or other payments, income and revenue now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases, the Future Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases or the Future Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or Future Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Leases and Future Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar and only insofar as such Leases and Future Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto (but does not apply to any rail cars added to such Leases or Future Leases which is not Trust Equipment).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases and Future Leases, and that the Trustee, so long as any such lessee is not in default under its Lease or Future Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease or Future Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 5.01 and 5.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases and Future Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases or Future Leases.

5. The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or Future Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or Future Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or Future Lease or any payments in respect of the Trust Equipment shall revert to the Company.

(b) Upon the release of any unit of Trust Equipment pursuant to Section 4.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases and Future Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and such rights shall revert to the Company or to such person or persons as may be legally entitled thereto; provided, however, that if an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or Future Lease or otherwise, or to enforce any provisions of any Lease or Future Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever, specifically including any of the foregoing arising from the Trustee's simple negligence, but excluding any of the foregoing arising from the Trustee's gross negligence or willful misconduct.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2705 State Street, Chicago Heights, Illinois 60411, Attention: Treasurer (with a copy to Trinity Industries, Inc., if by courier, at 2525 Stemmons Freeway, Dallas, Texas 75207, Attention: Treasurer or if by mail, to P.O. Box 568887, Dallas, Texas 75356-8887, Attention: Treasurer), or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, at 901 Main Street, Dallas, Texas 75202, Attention: Corporate Trust, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. The Company will furnish to the Trustee any information which it may from time to time request regarding the Leases and the Future Leases and will permit representatives of the Trustee to inspect the Company's records regarding the Leases and the Future Leases during business hours at a time which is acceptable to the Company.


11. The Company shall execute Assignments (as defined in the Trust Agreement) covering all Future Leases, insofar and only insofar as such Future Leases cover Trust Equipment, and shall cause such Assignments to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised. The Company shall also cause a Uniform Commercial Code financing statement covering such Future Leases, to the extent that they cover Trust Equipment, to be properly filed with the Secretaries of State of the State of Texas and of the State of Illinois.


12. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

13. THE PROVISIONS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

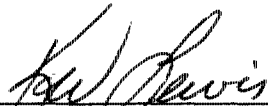
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized duly attested by their authorized officers as of the day and year first written.

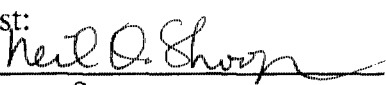
NATIONSBANK OF TEXAS, N.A.,
successor Trustee

By: 
Vice President

Attest: 
Its: V. P.

TRINITY INDUSTRIES LEASING COMPANY

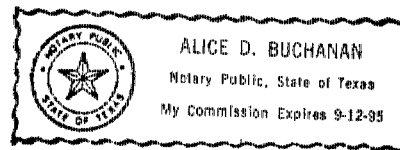
By: 
Senior Vice President

Attest: 
Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 30th day of August, 1994, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Trinity Industries Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alice D. Buchanan
Signature of Notary Public



My Commission Expires:

9-12-95

STATE OF TEXAS §
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COUNTY OF DALLAS §

On this 29th day of August, 1994, before me personally appeared Linda McNeil, to me personally known, who being by me duly sworn, says that she is the Vice President of NationsBank of Texas, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gail Williams
Signature of Notary Public

My Commission Expires:

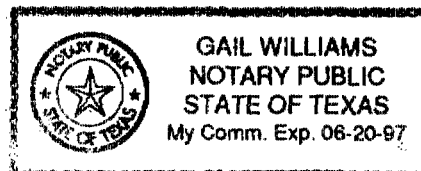


EXHIBIT A

1. Railroad Car Net Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A.E. Staley Manufacturing Company covering the following described railroad cars (Partial Riders 9 & 10):

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<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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3. Railroad Car Lease Agreement, dated July 16, 1979 between Trinity Industries Leasing Company and Oxirane Chemical Company (Acquired by Arco Chemical) covering the following described railroad cars (Riders 2 & 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
48	23,600 Gal. 111A100W1 Tank Cars	TILX 260050-260052 (inclusive) 260054-260065 (inclusive) 260067-260099 (inclusive)

EXHIBIT A

(Continued)

4. Railroad Car Lease Agreement, dated May 25, 1979, between Trinity Industries Leasing Company and ARCO Chemical Company covering the following described railroad cars (Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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5. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Oil, Inc. covering the following described railroad cars (Partial Rider 8):

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6. Railroad Car Net Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Petroleum Company covering the following described railroad cars (Partial Rider 17):

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7. Railroad Car Lease Agreement, dated October 1, 1988, between Trinity Industries Leasing Company and Air Products & Chemicals, Inc., covering the following described railroad cars (Partial Rider 2):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
7	34,000 Gal. 112J340W Tank Cars	TILX 300369,300370,300372 300376,300385,300386 300394

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
55 Hopper Cars	Lo	4,750 Cu.Ft.	TILX 511462,511464,511465 511467,511470,511472 511473,511474,511479 511481-511484(inclusive) 511486,511491,511493 511494,511498,511501 511511,511513,511523 511525,511532,511543 511638,511656,511675 511678,511679 511684-511708(inclusive)	1/80
25 Tank Cars	111A100W1	30,000 Gal.	TILX 190000-190024	1/80
48 Tank Cars	111A100W1	23,600 Gal.	TILX 260050-260052 (inclusive) 260054-260065 (inclusive) 260067-260099 (inclusive)	3/80
15 Tank Cars	112J340W	34,000 Gal.	TILX 300205,300206,300210 300211,300222,300226 300229,300234,300236 300244,300248,300252 300253,300256,300261	1/80
11 Tank Cars	111A100W1	23,500 Gal.	TILX 260000,260007,260008 260011,260019,260022 260027,260030,260033 260038,260042	1/80
30 Tank Cars	112J340W	34,090 Gal.	TILX 300346,300348,300352 300354,300355 300357-300361(inclusive) 300365-300368(inclusive) 300371,300373-300375(incl.) 300378,300380-300382(incl.) 300384,300389-300391(incl.) 300393,300395,300399,300400	6/80
7 Tank Cars	112J340W	34,000 Gal.	TILX 300369,300370,300372 300376,300385,300386 300394	7/80